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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 ALEX MURILLO,

11 Plaintiff,

12 v.

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14 WAL-MART ASSOCIATES, INC.;  
15 HIRA DOE 1; and DOES 2 to 10,

16 Defendants.  
17

Case No.: 2:24-cv-08259-MRA-PVCx

**STIPULATED PROTECTIVE ORDER**

18 The parties have agreed to and have submitted to the Court, and for good cause  
19 shown the Court hereby enters, the following Confidentiality Order:

20 1. This Order shall govern the disclosure of materials designated as  
21 Confidential Material in this litigation. Confidential Material, as used in this Order,  
22 shall refer to any document or item designated as Confidential or Highly Confidential  
23 – Attorneys’ Eyes Only, including but not limited to, documents or items produced  
24 during discovery, all copies thereof, and the information contained in such material.  
25 Nothing in this Order shall require any party to produce any specific documents or  
26 category of documents which a party deems inappropriate for production.

27 2. Discovery in this action is likely to involve production of confidential,  
28 proprietary, or private information for which special protection from public disclosure

1 and from use for any purpose other than prosecuting this litigation may be warranted.  
2 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
3 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
4 blanket protections on all disclosures or responses to discovery and that the protection  
5 it affords from public disclosure and use extends only to the limited information or  
6 items that are entitled to confidential treatment under the applicable legal principles.  
7 The parties further acknowledge, as set forth below, that this Stipulated Protective  
8 Order does not entitle them to file confidential information under seal; Civil Local Rule  
9 79-5 sets forth the procedures that must be followed and the standards that will be  
10 applied when a party seeks permission from the court to file material under seal.

11 **Good Cause Statement**

12 This action is likely to involve trade secrets and other valuable research, development,  
13 commercial, financial, technical and/or proprietary information for which special  
14 protection from public disclosure and from use for any purpose other than prosecution  
15 of this action is warranted. Such confidential and proprietary materials and information  
16 consist of, among other things, confidential business or financial information,  
17 information regarding confidential business practices, or other confidential research,  
18 development, or commercial information (including information implicating privacy  
19 rights of third parties), information otherwise generally unavailable to the public, or  
20 which may be privileged or otherwise protected from disclosure under state or federal  
21 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow  
22 of information, to facilitate the prompt resolution of disputes over confidentiality of  
23 discovery materials, to adequately protect information the parties are entitled to keep  
24 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
25 material in preparation for and in the conduct of trial, to address their handling at the  
26 end of the litigation, and serve the ends of justice, a protective order for such  
27 information is justified in this matter. It is the intent of the parties that information will  
28 not be designated as confidential for tactical reasons and that nothing be so designated

1 without a good faith belief that it has been maintained in a confidential, non-public  
2 manner, and there is good cause why it should not be part of the public record of this  
3 case.

4 **Definitions of Confidential Material**

5 3. Confidential Material, as used in this Order, consists of the following  
6 materials and categories of materials:

- 7 a. Materials relating to any privileged, confidential, or nonpublic  
8 information, including, but not limited to, trade secrets, research,  
9 design, development, financial, technical, marketing, planning,  
10 personal, or commercial information, as such terms are used in the  
11 Federal Rules of Civil Procedure (Fed. R. Civ.) and any applicable  
12 case law interpreting Fed. R. Civ. 26(c)(1)(G); contracts; non-  
13 public compilations of retail prices; proprietary information;  
14 vendor agreements; personnel files; claim/litigation information;  
15 and nonpublic policies and procedures shall be deemed  
16 Confidential.
- 17 b. Materials containing corporate trade secrets, nonpublic research  
18 and development data, including, but not limited to, cost data,  
19 pricing formulas, inventory management programs, and other sales  
20 or business information not known to the public; information  
21 obtained from a non-party pursuant to a non-disclosure agreement;  
22 and customer-related Protected Data shall be deemed Highly  
23 Confidential – Attorneys’ Eyes Only.
- 24 c. Protected Data shall refer to any information that a party believes  
25 in good faith to be subject to federal, state or foreign data protection  
26 laws or other privacy obligations. Examples of such data protection  
27 laws include but are not limited to The Gramm-Leach-Bliley Act,  
28 15 U.S.C. § 6801 et seq. (financial information); and, The Health

1 Insurance Portability and Accountability Act and the regulations  
2 thereunder, 45 CFR Part 160 and Subparts A and E of Part 164  
3 (medical information). Certain Protected Data may compel  
4 alternative or additional protections beyond those afforded Highly  
5 Confidential – Attorneys’ Eyes Only material, in which event the  
6 parties shall meet and confer in good faith, and, if unsuccessful,  
7 shall move the Court for appropriate relief.

8 The parties shall not designate as confidential information that is already public  
9 knowledge.

10 4. The parties agree that such Confidential Material as described in  
11 paragraph 2 should be given the protection of an order of this Court to prevent injury  
12 through disclosure to persons other than those persons involved in the prosecution or  
13 defense of this litigation.

14 **Procedure for Designating Information as Confidential**

15 5. To designate information as confidential, the producing party shall mark  
16 Confidential Material with the legend “CONFIDENTIAL” or “HIGHLY  
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Parties shall submit confidential  
18 discovery responses, such as answers to interrogatories or answers to requests for  
19 admissions, in a separate document stamped with the appropriate legend designating  
20 those responses as Confidential Material. The Receiving Party may make copies of  
21 Confidential Material and such copies shall become subject to the same protections as  
22 the Confidential Material from which those copies were made.

23 a. Information on a disk or other electronic format (e.g., a native  
24 format production) may be designated confidential by marking the  
25 storage medium itself (or the native file’s title) with the legend  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
27 ATTORNEYS’ EYES ONLY.” The Receiving Party shall mark  
28 any hard-copy printouts and the storage medium of any permissible

1 copies of such electronic material with the corresponding legend  
2 contained on the original and such copies shall become subject to  
3 the same protections, as the Confidential Material from which those  
4 copies were made.

5 b. Information disclosed at any deposition of a party taken in this  
6 action may be designated by the party as confidential by indicating  
7 on the record at the deposition that the information is confidential  
8 and subject to the provisions of this Order. Alternatively, the party  
9 may designate information disclosed at the deposition as  
10 confidential by notifying the court reporter and other parties in  
11 writing, within fifteen (15) business days of receipt of the transcript,  
12 of the specific pages and lines of the transcript which are designated  
13 as confidential. The parties may agree to a reasonable extension of  
14 the 15-business-day period for designation. Designations of  
15 transcripts will apply to audio, video, or other recordings of the  
16 testimony. During such 15-business-day period, the entire  
17 transcript shall receive confidential treatment. Upon such  
18 designation, the court reporter and each party shall affix the  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” legend to the designated pages and  
21 segregate them as appropriate.

22 6. A producing party may change the confidentiality designation of materials  
23 it has produced, as follows: (1) The producing party must give the receiving parties  
24 notice of the change by identifying the documents or information at issue. Once notice  
25 is given, the receiving party must make good-faith efforts to ensure that the documents  
26 or information are accorded treatment under the new designation. (2) Within a  
27 reasonable period after giving notice, the producing party must reproduce the  
28 documents or information in a format that contains the new designation. (3) If such

1 information has been disclosed to persons not qualified pursuant to paragraph(s) (12-  
2 13) below, the party who disclosed such information shall (a) take reasonable efforts  
3 to retrieve previously disclosed Confidential Material; (b) advise such persons that the  
4 material is Confidential; and (c) give the producing party written assurance that steps  
5 (a) and (b) have been completed.

6 **Data Security**

7 7. The Parties agree to provide adequate security to protect data produced by  
8 the other party(ies) or by non-parties. This includes secure data storage systems,  
9 established security policies, and security training for employees, contractors and  
10 experts. Adequate security also includes such measures as data encryption in transit,  
11 data encryption at rest, data access controls, and physical security, whether  
12 hosted/outsourced to a vendor or on premises. At a minimum, any receiving party  
13 subject to the terms of this Confidentiality Order, will provide reasonable measures to  
14 protect non-client data consistent with the American Bar Association Standing  
15 Committee on Ethics and Professional Responsibility, Formal Opinion 477R.

16 **Clawback Provisions**

17 8. The production of privileged or work-product protected documents,  
18 electronically stored information (ESI) or information, whether inadvertent or  
19 otherwise, is not a waiver of the privilege or protection from discovery in this case or  
20 in any other federal or state proceeding.

21 9. This Order shall be interpreted to provide the maximum protection  
22 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and  
23 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code  
24 § 1738. In the event of any subsequent conflict of law, the law that is most protective  
25 of privilege and work product shall apply.

26 10. Nothing contained herein is intended to or shall serve to limit a party's  
27 right to conduct a review of documents, ESI or information (including metadata) for  
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1 relevance, responsiveness and/or segregation of privileged and/or protected  
2 information before production.

3 11. If the receiving party has reason to believe that a produced document or  
4 other information may reasonably be subject to a claim of privilege, then the receiving  
5 party shall immediately sequester the document or information, cease using the  
6 document or information and cease using any work product containing the information,  
7 and shall inform the producing party of the beginning BATES number of the document  
8 or, if no BATES number is available, shall otherwise inform the producing party of the  
9 information.

10 12. A producing party must give written notice to any receiving party  
11 asserting a claim of privilege, work-product protection, or other ground for reclaiming  
12 documents or information (a “clawback request”). After a clawback request is  
13 received, the receiving party shall immediately sequester the document (if not already  
14 sequestered) and shall not review or use that document, or any work product containing  
15 information taken from that document, for any purpose. The parties shall meet and  
16 confer regarding any clawback request.

17 **Who May Receive Confidential and Highly Confidential Information**

18 13. Confidential Material. Any Confidential Material and the information  
19 contained therein shall be disclosed only to the Court, its staff, in-house counsel and  
20 outside counsel of record for each party, and also shall be disclosed on a need-to-know  
21 basis only to the parties, counsel’s staff personnel, employees of a party to whom  
22 disclosure is necessary in connection with the preparation for and trial of this action,  
23 and any witnesses in the case (including consulting and testifying experts) as may from  
24 time to time reasonably be necessary in prosecution or defense of this action.

25 14. Highly Confidential—Attorneys’ Eyes Only Material. Material and  
26 information designated as “Highly Confidential—Attorneys’ Eyes Only” shall only be  
27 disclosed to the Court, its staff, in-house and outside counsel of record for each party,  
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1 the secretarial, clerical, and paralegal staff of each, and consulting and testifying  
2 experts retained by a party in this action.

3 15. Restriction on Disclosure to Direct Competitors. Notwithstanding the  
4 foregoing, Confidential Material shall not be disclosed to any current or former  
5 employees of, or current or former consultants, advisors, or agents of, a direct  
6 competitor of any party named in the litigation. If a Receiving Party is in doubt about  
7 whether a particular entity is a direct competitor of a party named in this lawsuit, then  
8 before disclosing any Confidential Material to a current or former employee,  
9 consultant, advisor, or agent of that entity, the Receiving Party's counsel must confer  
10 with counsel for the Producing Party.

11 16. Persons Receiving Confidential Information Must Sign Exhibit A.  
12 Counsel for each party shall advise all persons to whom Confidential Material is  
13 disclosed pursuant to this Order of the existence of this Order and shall provide all such  
14 persons (other than the Court and its staff) with a copy of this Order. Counsel shall also  
15 require such persons to execute the Affidavit attached as Exhibit A, prior to the  
16 disclosure of Confidential Material.

17 17. Duties in the Event of Unauthorized Disclosures. It shall be the obligation  
18 of counsel, upon learning of any unauthorized disclosure or threatened unauthorized  
19 disclosure of Confidential Information, or any other breach or threatened breach of the  
20 provisions of this Order, to promptly notify counsel for the Producing Party. The  
21 notification shall be supplemented with reasonable details of the circumstances of the  
22 disclosure in order to permit the producing party to understand and take appropriate  
23 steps. Each party and its counsel agree to take reasonable and good-faith efforts to  
24 contain or limit any breach promptly upon receiving notice of it, and to make  
25 reasonable and good-faith attempts to retrieve any unauthorized disclosure of  
26 documents or information. This provision does not limit the producing party's  
27 entitlement to damages resulting from any breach of this Order.



1 **Authorized Uses of Confidential Material**

2 18. Confidential Material shall only be used for the purpose of litigating the  
3 above-captioned lawsuit and may not be used in other lawsuits.

4 19. Persons having knowledge of Confidential Material and information due  
5 to their participation in the conduct of this litigation shall use such knowledge and  
6 information only as permitted herein, and shall not disclose such Confidential Material,  
7 their contents or any portion or summary thereof to any person(s) not involved in the  
8 conduct of this litigation.

9 20. If any person having access to the Confidential Material herein shall  
10 violate this Order, he/she may be subject to sanctions by the Court and may be liable  
11 to pay for the damages caused by his/her violation.

12 **Challenges to the Designation of Confidential Material**

13 21. Any party or interested member of the public may move the Court to  
14 modify the designation of any documents or information produced in this litigation  
15 (either to include additional protection with respect to confidentiality or to remove a  
16 confidential designation) consistent with the Court's Scheduling Order. The  
17 challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et  
18 seq., Pending resolution of any challenges to the designation of documents or  
19 information, the material at issue shall continue to be treated as Confidential Material  
20 until ordered otherwise by the Court. The burden shall be on the party seeking to  
21 modify the designation to show that the producing party's designation is inappropriate.

22 **Withholding of Information**

23 22. Non-relevant Attachments. The parties will not produce non-relevant  
24 attachments that are attached to relevant emails. When an attachment is withheld,  
25 either for privilege or non-responsiveness, the producing party shall produce a one-  
26 page TIFF image (or PDF if production format dictates) in place of the withheld  
27 attachment, correspondingly stating "Attachment Withheld-Privileged" or  
28 "Attachment Withheld-Nonresponsive", and bearing a sequential BATES number

1 within the family BATES range. If any attachment to an email contains responsive  
2 content, then the cover email shall be produced for context, regardless of the cover  
3 email's responsiveness. The cover email may be redacted in part to remove sensitive  
4 information, as described below.

5       23. Redactions. The parties may redact (1) information that is privileged or  
6 protected from discovery as work product or by reason of any other applicable privilege  
7 or immunity; (2) information subject to non-disclosure obligations imposed by  
8 governmental authorities, law or regulation (e.g., protected personal information); and  
9 (3) sensitive, non-relevant information, including but not limited to personally  
10 identifiable information, trade secrets, or information regarding products, data, or  
11 people. Privilege redactions will state, over the redacted portion, "Redacted–  
12 Privileged," and all other redactions will state, "Redacted–Nonresponsive."  
13 Redactions of emails will not redact the names of recipients or the subject line of the  
14 emails, unless the subject line is itself privileged or contains the sensitive information  
15 described above, in which case only so much of the subject line will be redacted as may  
16 be needed. The parties will produce redacted documents in TIFF format (or searchable  
17 PDF if production format dictates; or in native format for file types that do not convert  
18 well to TIFF/PDF, such as Excel files) with corresponding searchable OCR text and  
19 the associated metadata for the document, ensuring the redacted content is fully  
20 protected from disclosure.

21       24. Contesting Redactions. Should any opposing party oppose any redaction  
22 or the failure to produce any articulated non-relevant attachment included in the  
23 relevant email, the opposing party may request an in-camera review by the Court. Prior  
24 to requesting an in-camera review, the challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 et seq., pending resolution of any challenges  
26 to the redacted information or articulated non-relevant attachment shall maintain its  
27 status until ordered otherwise by the Court. Should the parties fail to resolve the dispute  
28 under Local Rule 37.1 et seq., the parties will stipulate to participate an Informal

1 Discovery Conference or the like to provide the documentation, non-redacted and in  
2 full, to the Court for an in-camera review and subsequent ruling by the Court as to  
3 whether the redacted or withheld material should be produced.

4 **Confidential Material In Filings, Hearings, and Trial**

5 25. Confidential Material in Filings. Without written permission from the  
6 Producing Party or court order secured after appropriate notice to all interested persons,  
7 a party may not file Confidential Material in the public record in this action (or in any  
8 other action, such as an appeal). A party that seeks to file under seal any Confidential  
9 Material must comply with Local Rule 79-5. Confidential Material may only be filed  
10 under seal in a manner prescribed by the Court for such filings.

11 26. Manner of Sealing. In the event Confidential Materials or portions of  
12 transcripts are sealed as confidential by the Court or as described in paragraph (23)  
13 above, they shall be filed in an envelope bearing the following designation when  
14 deposited:

15 **CONFIDENTIAL**

16 IN ACCORDANCE WITH THE CONFIDENTIALITY  
17 ORDER OF THE COURT, THE CONTENTS OF THIS  
18 ENVELOPE SHALL BE TREATED AS  
19 CONFIDENTIAL AND MUST NOT BE SHOWN TO A  
20 PERSON OTHER THAN THE COURT, ATTORNEYS  
21 IN THIS CASE, OR TO PERSONS ASSISTING THOSE  
22 ATTORNEYS.

23 27. Confidential Material in Hearings and Trial. The provisions of this Order  
24 shall not affect, and this Order does not limit, the admissibility of Confidential Material  
25 (or references to that material) as evidence at trial, or during a hearing or similar  
26 proceeding in this action. Prior to using Confidential Material or the information  
27 contained therein at any hearing that is open to the public, the party seeking to use the  
28 Confidential Material must give at least seven (7) days advance notice to the producing

1 party of the intent to use the Confidential Material so that the producing party may seek  
2 an appropriate Court Order to protect the Confidential Material.

3 **Continuing Effect of this Order and Duty to Destroy**

4 28. This Order shall continue to be binding throughout and after the  
5 conclusion of this litigation, including all appeals. Within thirty (30) days of settlement  
6 or final adjudication, including the expiration or exhaustion of all rights to appeal or  
7 petitions for extraordinary writs, each party or non-party to whom any materials were  
8 produced shall, without further request or direction from the Producing Party, promptly  
9 destroy all documents, items or data received including, but not limited to, copies or  
10 summaries thereof, in the possession or control of any expert or employee. This  
11 requirement to destroy includes all documents, not only those documents designated as  
12 Confidential Material. The Receiving Party shall submit a written certification to the  
13 Producing Party by the 30-day deadline that (1) confirms the destruction/deletion of all  
14 Confidential Material, including any copies of Confidential Materials provided to  
15 persons required to execute Exhibit A (Affidavit), and (2) affirms the Receiving Party  
16 has not retained any copies, abstracts, compilations, summaries or any other format  
17 reproducing or capturing any of the Confidential Material. Notwithstanding this  
18 provision, outside counsel is entitled to retain an archival copy of filings, depositions,  
19 and deposition exhibits.

20 **Procedure if Confidential Material Is Required to be Produced**

21 29. If any person receiving documents covered by this Order is served with a  
22 subpoena, order, interrogatory, or document or civil investigative demand (collectively,  
23 a "Demand") issued in any other action, investigation, or proceeding, and such Demand  
24 seeks material that was produced or designated as Confidential Material by someone  
25 other than the Receiving Party, the Receiving Party shall give prompt written notice by  
26 hand or electronic transmission within five (5) business days of receipt of such Demand  
27 to the party or non-party who produced or designated the material as Confidential  
28 Material, and shall object to the production of such materials on the grounds of the

1 existence of this Order. At the request of the party or non-party who produced or  
2 designated the material as Confidential Material, the Receiving Party shall refuse to  
3 comply with the Demand unless (a) ordered to do so by a court with jurisdiction over  
4 the Receiving Party; or (b) released in writing by the party or non-party who designated  
5 the material as Confidential Material. The burden of opposing the enforcement of the  
6 Demand shall fall upon the party or non-party who produced or designated the material  
7 as Confidential Material. Compliance by the Receiving Party with any order of a court  
8 of competent jurisdiction, directing production of any Confidential Material, shall not  
9 constitute a violation of this Order.

10 **Application of this Order to Productions by Third Parties**

11 30. This Order may be used by third parties producing documents in  
12 connection with this action. Third parties may designate information as Confidential  
13 or Highly Confidential – Attorneys’ Eyes Only.

14 31. If a third party produces (or intends to produce) documents and does not  
15 designate (or does not intend to designate) those documents as Confidential Material,  
16 then any party to this action may seek to designate that third party’s documents or  
17 categories of documents as Confidential Material. In that case, it will be the burden of  
18 the party seeking protected status to move for a court order designating the materials  
19 as Confidential Material after the parties confer.

20 32. In the event additional parties join or intervene in this litigation, the newly  
21 joined party(ies) shall not have access to Confidential Material until its/their counsel  
22 has executed and, at the request of any party, filed with the Court the agreement of such  
23 party(ies) and such counsel to be fully bound by this Order.

24 33. The parties agree that nothing in this Order shall be deemed to limit the  
25 extent to which counsel for the parties may advise or represent their respective clients,  
26 conduct discovery, prepare for trial, present proof at trial, including any document  
27 designated Confidential Material as set forth herein, or oppose the production or  
28 admissibility of any information or documents which have been requested.

1           34. This Order shall remain in full force and effect until such time as it is  
2 modified, amended, or rescinded by the Court.

3  
4 **FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO  
ORDERED.**

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7 DATED: January 23, 2025



8 HON. PEDRO V. CASTILLO  
9 United States Magistrate Judge  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[full address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States District  
Court for the Central District of California on [date] in the case of *Alex Murillo v. Wal-*  
*Mart Associates, Inc. et al.*, Case No.: 2:24-cv-08259-MRA-PVC. I agree to comply  
with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Stipulated Protective Order  
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [full  
name] of \_\_\_\_\_ [full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_